

**CONTRACT E194-76374-MA2245
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
ADANI SYSTEMS, INC.**

1. SCOPE OF CONTRACT

This is a Master Contract ("Master Contract" or "Contract" or "Agreement") between the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply ("Commonwealth" or "DGS" or "DPS") and **ADANI SYSTEMS, INC.** ("Contractor" or "**ADANI**"), a **Florida** corporation having its principal place of business at **5731 NW.151st Street, Miami Lakes, Florida 33014**, dated **January 17, 2017**, for provision of designated categories of X-Ray Scanner Inspection Systems ("Systems") provided by the Contractor. systems include, but are not limited to: all related integral or peripheral component hardware, equipment, data storage products for x-ray and scanning purposes as outlined in Attachment A, Product and Pricing Schedule; and; all related warranty, maintenance, repair, or other services, in accordance with the technical specifications and operational performance standards, pursuant to the Commonwealth's Invitation for Bids E194-1961-1, dated October 13, 2016, (the "IFB"), the Contractor's bid response, dated November 10, 2016, (the "Bid") in response thereto, and the negotiated provisions herein.

Contractor shall provide Systems, Products or Services in accordance with the provisions of this Agreement upon the receipt of a duly authorized order, as defined herein, from any Commonwealth state agency, educational institution, or any other public body, as defined in § 2.2-4301 entitled "Definitions" and § 2.2-4304 of the Virginia Public Procurement Act (VPPA), as amended. The Agreement is also available for use by certain charitable corporations and private nonprofit 501(c) (3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Virginia Code 2.2-1120. Collectively, all aforementioned parties are referred to hereinafter in the aggregate as "Authorized Users."

To ensure maximum transparency and public access to the Commonwealth's procurement opportunities, and consistent with Code § 2.2-1110, the Commonwealth's Authorized Users shall submit orders directly with Contractor through the Commonwealth's central electronic procurement website, as delineated with all ordering instructions herein.

2. INTERPRETATION OF CONTRACT

As used in this Contract, "Software" shall include all related materials and documentation developed and provided in the performance of the Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (a) this Contract, consisting of terms and conditions herein, including all attachments hereto (b) all executed orders with attachments referencing this Contract (c) the IFB #E194-1961-1, dated October 13, 2016, and; (d) the Contractor's bid response dated November 10, 2016.

The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, then it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

Neither the Commonwealth nor any Authorized User ordering Systems, Products or Services under this Agreement shall be required to sign or execute any other additional contract, license or other agreement, including shrink-wrap or click-wrap agreements, which contain contractual terms and conditions separate from this Contract, unless specifically stipulated within the contract terms. Any documents signed by persons other than the Director, DGS/DPS, or their duly authorized designee, shall have no validity and the Contract terms and conditions herein shall supersede all such agreements.

For the convenience of the parties, it is understood that a shrink-wrap, click-wrap or other license or usage agreement (collectively, the "Click-wrap agreements") may be provided with or incorporated into certain Products or Services delivered by the Contractor under this Agreement. If any Product delivered under this Agreement is provided with or incorporates a Click-wrap agreement that is different than the original IFB or the Contractor's bid response, then the Contractor shall indemnify the Commonwealth, its officers, agents, and employees and any Authorized User from any and all additional liabilities, expenses, burdens, or other obligations incurred by them as a result of using or opening the Product, clicking on an "I agree" button or taking any other action deemed to be an "acceptance" of the Click-wrap agreement. This indemnification obligation shall apply without regard to whether the Authorized User, using public body, or the Commonwealth was aware of the differences in the Click-wrap agreement before or after they became binding.

As between the Contractor and the Commonwealth, this Master Agreement identifies all of the terms, conditions and liabilities and obligations applicable between the parties. If any Click-wrap agreement provided with or incorporated into any Product contains any provisions purporting to define different or additional terms and conditions to be applicable between the Commonwealth, or any Authorized User, and the Contractor, then the Contractor hereby agrees to waive any such additional or different terms and conditions.

3. VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

4. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

5. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended and where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the Contractor is a faith-based organization, then it shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E)

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6. ETHICS IN PUBLIC CONTRACTING

Contractor certifies that they have offered their proposal and have entered into this Contract without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal or obligations under this Contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

7. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into this Contract with the Commonwealth of Virginia, the Contractor certifies that it does not, and shall not during the performance of the Contract for goods and /or services in the Commonwealth; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

8. DEBARMENT STATUS

Contractor certifies that it is not currently debarred by the Commonwealth from submitting proposals or from entering into contracts for the type of Goods and/or Services covered herein and by the original RFP, nor are they an agent of any person or entity that is currently so debarred.

9. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular Products or Services purchased or acquired by the Commonwealth of Virginia under this Contract.

10. PAYMENT

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase Order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.
3. All Products or Services provided under this Contract or any purchase Order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which Authorized User is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, the Contractor understands and agrees that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. The Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any Commonwealth Authorized User of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

1. Contractor is hereby obligated:

- A. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth or Authorized User for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
 - B. To notify the Authorized User and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- 2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one (1) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in B.1.b above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under this primary Contract. The Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting Authorized User, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the Authorized User, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

11. QUALIFICATIONS OF CONTRACTOR

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the contractor to perform the services/furnish the goods. The Commonwealth reserves the right to inspect, without advance notice, contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy questions regarding the contractor's capabilities.

12. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

13. ASSIGNMENT OF CONTRACT

This Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Commonwealth.

14. CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the

Contract.

- B. The Commonwealth may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as Services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Commonwealth or the respective ordering entity a credit for any savings. Said compensation shall be determined by one (1) of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Commonwealth's right to audit the Contractor's records and/or to determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Commonwealth or Authorized User with all vouchers and records of expenses incurred and savings realized. The Commonwealth or Authorized User shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Commonwealth or Authorized User within thirty (30) days from the date of receipt of the written order from the Commonwealth or Authorized User. If the parties fail to agree on an amount of adjustment, then the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the dispute provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Commonwealth or Authorized User or with the performance of the Contract generally.

15. DEFAULT

In case of failure to deliver Systems or Products or Services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

16. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

17. TRANSPORTATION AND PACKAGING

The Contractor certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

18. DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19. NONDISCRIMINATION OF CONTRACTORS

Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the Authorized User has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If this Contract is being awarded to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, then the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

20. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All contractors shall register in eVA and pay the Vendor Transaction Fees specified below.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

21. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Commonwealth or an Authorized User submitting an Order shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

22. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

23. AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

24. TERM OF CONTRACT

The initial term of this Master Contract shall be for a period of one (1) years from the date of final Contract execution ("Initial Term").

All orders and related documents shall survive the period of performance stated in this section until such time as all Orders (executed prior to the expiration date of the Contract) for Systems or Products have been accepted or Services completely performed.

25. RENEWAL OF CONTRACT

Following the Initial Term, and at the sole discretion of the Commonwealth, this Master Contract may be renewed for up to four (4) additional one (1) year successive renewal term periods, under the terms and conditions of the original Contract, and upon the mutual written agreement between the parties.

Written notice of the Commonwealth's intent to renew will be given approximately ninety (90) days prior to the expiration date of any Contract term period.

26. CANCELLATION OF CONTRACT

The Commonwealth reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the Initial Term is for more than twelve (12) months, then the Contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Initial Term upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the cancellation.

27. CONTINUITY OF SERVICES

The Contractor recognizes that Products/Services provided under this Contract are vital to Authorized Users and that they require continuity in the performance of all Equipment and provision of all Services without interruption so that, upon any Contract termination or expiration, that a successor provider, either the Authorized User or another contractor, may be required to continue them. Therefore the Contractor agrees:

- A. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- B. To make all Authorized User-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to any successor; and
- C. That the Commonwealth's Contracting Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to any successor.

Contractor shall, upon written notice from the Commonwealth's Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after any Contract termination or expiration and shall negotiate in good faith a plan with the successor to execute phase-in/phase-out services.

This plan shall be subject to the Commonwealth's Contract Officer's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

28. CONTRACTUAL DISPUTES

Contractual claims against an Authorized User shall be brought in accordance with Section 2.2-4363 of the Code of Virginia, although the following exceptions to Subsection (C) shall apply. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim. The Contractor may not institute legal action prior to receipt of the Authorized User's decision on the claim, unless that Authorized User fails to render its decision within thirty (30) days.

Administrative procedures, as referenced in Sections 2.2-4363(D) and -4365 of the Code of Virginia, have not been adopted.

DGS has executed this Agreement solely in its capacity as the central procurement authority for the Commonwealth. In any dispute arising out of an order placed by an Authorized User, DGS shall not be joined as a party, except with the written consent of the Director of DGS. However, the Contractor shall provide DGS with prompt notice of any claim made, any suit brought by either party, or the disposition of a claim or suit by judgment, settlement, or otherwise. Claims that DGS has breached this Master Contract shall be made to DGS. In such cases, the procedure described above for claims against Authorized Users shall be followed, substituting "DGS" for "Authorized User" where appropriate.

Contractor shall not engage in self-help. In no event shall Contractor's remedies include the right to terminate any Order or Services under this Master Contract.

29. eVA ORDERS AND CONTRACTS

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: 1) If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this Contract for default; 2) The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification or the Punch-Out Specification that can be accessed and downloaded from the eVA website under the tab "*I Sell to Virginia*" at this link <https://eva.virginia.gov/pages/eva-catalog-creation.htm>. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov and to the Contract Officer at tina.rodriquez@dgs.virginia.gov. The Contract will result in one or more purchase order(s) with the applicable eVA transaction fee assessed for each order.

30. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, any Authorized Users, and the officers, agents, and employees of the Commonwealth and any Authorized Users, from and against any and all liabilities, claims, damages, losses, and actions of any kind or nature, whether at law or in equity, arising from or relating to (i) any act, error, omission, or misconduct of Contractor or its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement; or (ii) the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor and/or any services of any kind or nature furnished by the Contractor. The foregoing sentence shall not apply if a liability, damage, or loss is attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

31. DELIVERY

Delivery of goods or performance of services shall be within 30 calendar days after receipt of order (ARO) by the bidder. The Agency requires the bidder to deliver within a reasonable time after ARO. If the bidder does not insert a stated delivery time in the blank below, the bidder will be deemed to offer delivery in accordance with the Agency's desired delivery time as stated below: Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by the ordering department, institution, or agency of the Commonwealth or public bodies of the Commonwealth, as defined in Section 2.2-4301 of the *Code of Virginia*.

BIDDER'S STATED DELIVERY TIME: 45-60 CALENDAR DAYS ARO

32. PRICE ESCALATION/DE-ESCALATION

The Commonwealth, or any Authorized User to this Agreement, shall not pay any costs above those specified in this Agreement or set forth on any Order or attachment referencing this Agreement. Contractor agrees and warrants that for all Systems, Products, or Services provided pursuant to this Contract, the prices are, and will continue to be at or below any prices offered to any "Authorized User" as defined herein.

In no event may the amount of any Contract, without adequate consideration, be increased for any purpose.

If for any reason, during the term of this Agreement, and any renewals thereof, the Contractor enters into an Agreement with any customer that qualifies as an "Authorized User," as defined herein, for the same products offered under this Agreement, which results in a price less than that provided under this Agreement, then the Commonwealth shall receive an equivalent reduction in its price schedule for such products provided to all Authorized Users under this Agreement, from the date the Contractor provided the lower price to its Customer. In the event the Commonwealth becomes aware of a Contractor customer, who has received such lower prices, during the Term of this Agreement, DGS will notify the Contractor of such prices for such products and elect to make the more favorable prices applicable to the Commonwealth or any Authorized User from the date those prices were available to the Contractor's customer.

At its sole discretion, price adjustments may be permitted for changes in the Manufacturer's cost of materials **only at the time of renewal**. Consumers Price Indices, Producers Price Indices or other appropriate indices as approved by the Division of Purchases and Supply, will be used as a guide to determine price increases or decreases. The relevant categories of the Producers price Index of the U.S. Bureau of Labor Statistics indices will include:

WPU1179 Machinery and Equipment / Miscellaneous Electrical Machinery and Equipment
WPS117905 Machinery and Equipment / X-Ray and Electro Medical Equipment

Contractor shall give not less than thirty (30) days advance notice of any price increase request, with documentation, to the Contracting Officer. The Contracting Officer will notify the Contractor in writing of any approved increase. Price increase would take effect on the first day of the renewal period. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.

Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth and reflected in subsequent invoices.

33. E-VERIFY PROGRAM

Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

34. FINANCIAL WARRANTY

Contractor hereby warrants and certifies that all prices, discounts, incentives, and other financial terms (collectively, the “financial deal”) applicable to Systems acquired under this contract shall always be more favorable to the Authorized User as the financial deal that the Contractor or its affiliates may make available to any public Authorized User in Virginia for the same good(s)/service(s) provided outside of this Contract. Throughout the term of this Contract, if the Contractor (or any affiliate) makes a better financial or commercial transaction available to a public body in Virginia for any Equipment or Service available under this Contract, then the Contractor shall immediately notify the Commonwealth’s Contracting Officer of the details and, at the Commonwealth’s option, sign an amendment to this Contract, so that an equivalent financial deal for the specific Equipment or Service is also available as an option under this Contract. The Contractor may request an exemption if the better financial deal was for a spot purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon the Commonwealth’s request (and annually), the Contractor shall submit an affidavit certifying full compliance with this section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, the contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

35. QUANTITIES

No minimum or maximum level of sales volume is guaranteed or implied in awarded agreements made under this IFB, nor is there a guarantee of the number of individual Purchase Orders which might be issued nor the dollar amount of any individual Purchase Order or charge card purchases or their aggregate amount.

36. MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD (SPCC)

Purchasing charge cards offer Commonwealth of Virginia agencies and public entities the opportunity to streamline their procedures for procuring and paying for small dollar goods and/or services. Bidders responding to this solicitation should note that acceptance of payment by purchase card is mandatory (unless waived by DPS) within 90 calendar days of contract award.

Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. The levels are delineated below and vendors must establish their card account at Level 2, which is mandatory, or Level 3, which is optional. Information on the various levels for the Visa Purchase Card is indicated below.

Level 1 - vendors provide basic charge card purchase information, including but not limited to the data listed below. By passing “Basic Data”, the vendor has a standard interchange cost.

Supplier Name

Merchant Category Code

Date

Total Purchase Amount

Level 2 - vendors provide additional information to the Level 1 elements, including but not limited to the data listed below. By passing Level 2 detail, the vendor will receive lower interchange costs. Level 2 is mandatory for any vendors who do business with the Commonwealth of Virginia and accept the Visa Card.

Customer Code (PCO Number from eVA); and
Vendor Tax ID

Level 3 - vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including but not limited to the data listed below. By passing Level 3 (optional) data which is considered Superior data, the vendor will receive the lowest interchange costs.

Item Description
Item Quantity
Item Unit of Measure
Product Code
Freight Amount
Extended line Item Amount

37. PRIME CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for completely supervising and directing the work under the Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Prime Contractor. Contractor agrees that he is as fully responsible for the acts and omissions of his Subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

38. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

COMMONWEALTH OF VIRGINIA

Tina M. Rodriguez
Strategic Sourcing Officer
1111 East Broad Street, 6th Floor
Richmond, VA 23219
Tel.: 804-786-1603
Fax: 804-786-5712
Email: tina.rodriquez@dgs.virginia.gov

ADANI SYSTEMS, INC.

Marc N. Gregorio
Director Business Development
5731 NW 151st Street
Miami Lakes, FL 33014
Tel: 301-922-4271
Fax: 301-349-4823
Email: mgregorio@adanissystems.com

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.

39. ADDITIONAL USERS

This procurement is being conducted on behalf of state agencies, institutions of higher education, and other public bodies within the Commonwealth of Virginia and outside of the Commonwealth of Virginia, who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor any order citing the resulting contract unless the ordering entity has been added by written contract modification. For sales outside of the Commonwealth of Virginia, complete **Attachment C Participating Addendum** and return to the authorized representative for the Commonwealth of Virginia noted in section 38 above.

40. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the *Code of Virginia*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

41. PRODUCT AVAILABILITY / SUBSTITUTION

Substitution of a product, brand or manufacturer after the receipt of an Order, or the award of this Contract, is expressly prohibited unless approved in writing by the Contact Officer or the Authorized User. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for a price no greater than the Contract price, if the Product for which a Contract order was issued becomes unavailable to the Contractor.

42. INVOICING

Contractor shall remit each invoice directly to the ordering Authorized User. Contractor shall issue invoices, identifying at a minimum, the components listed below.

- a. product description
- b. price per unit,
- c. quantities,
- d. extended price,
- e. date ordered,
- f. date delivered
- g. purchase order number
- h. ordering entity name, address and contact person.

43. WARRANTY (COMMERCIAL)

The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the

Commonwealth by any other clause of this solicitation.

44. COMPLIANCE WITH ALL LAWS

Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract prior to the initiation of work. The Contractor further expressly represents that it is a corporation, partnership, or limited liability company that it is in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of this Contract.

45. PRODUCT MAINTENANCE AGREEMENTS

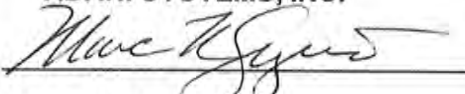
Under a separate attachment provide optional product maintenance agreement options that fall outside of the initial manufacturer's warranty period. Do not include this cost in the price of the products.

46. EQUIPMENT DEMONSTRATION, TRAINING, AND INSTALLATION

Upon delivery of equipment, the Contractor shall provide an authorized sales/repair representative to complete the installation of equipment at no charge to the Commonwealth. Installation shall be completed within one week of delivery of equipment. On-site training and in-services shall be provided by the Contractor to the key operating personnel within the ordering agency to ensure proper use of equipment. Such training shall be held within one week after installation has been completed; at no cost to the Commonwealth. Such training shall be led by an authorized sales/repair representative. Additional training shall be made available at the request of the ordering agency and/or with one instructional video/DVD in English provided at no cost to the Commonwealth. All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises. The ordering agency will be responsible for all electrical setup. The Optional Training Program – Advanced Training & Testing as stated in the original solicitation is included in the base prices listed on **ATTACHMENT A**.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ADANI SYSTEMS, INC.

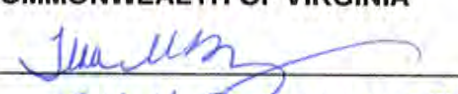
BY: 

NAME: Marc N. Gregorio
Printed

TITLE: Director, Business Development

DATE: January 17, 2017

COMMONWEALTH OF VIRGINIA

BY: 

NAME: TINA M. RODRIGUEZ
Printed

TITLE: Statewide Strategic Sourcing Officer

DATE: 1/18/2017

**ATTACHMENT A
TO
CONTRACT E194-76374-MA2245
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
ADANI SYSTEMS, INC.**

PRODUCT AND PRICING SCHEDULE

Attachment "A" is hereby incorporated into and made an integral part of contract E194-76374-MA2245 between the Commonwealth of Virginia and **ADANI**. In the event of any discrepancy between this "Attachment A" and the Contract, the provisions of the Contract shall control.

I. LISTING OF PRODUCTS AND PRICING

The pricing schedule below reflects Contractor's goods and services to be provided to the Commonwealth under this contract. This schedule represents the contractor's all-encompassing fees for the negotiated Systems, Products and Services.

Attachment A is the **ADANI** Pricing as negotiated. See the pricing schedule at the end of this Attachment. An additional discount of **15.54%** has been offered on certain items not published within the original bid. These products are noted at the bottom of the pricing sheet.

II. LOGISTICS

All orders shall be F.O.B. Destination. Prices include all standard freight costs. Additional shipping charges for rush, over-size or, special orders may be the responsibility of the ordering entity. Shipping costs that are specified as other than standard shipping when an order is placed shall be quoted to the ordering entity prior to shipment.

Contractor must adhere to any and all security requirements at any facilities that are served.

A packing label must be on each box to include at a minimum: name, agency, address, and purchase order number. A packing list must be included with each shipment to include, at a minimum, the line item description, quantity ordered, quantity included, backordered items purchase order number and agency contact.

Special order products or products ordered incorrectly by the Commonwealth may incur a restocking fee if required by the manufacturer.

Systems or Products judged by the Authorized User to be unacceptable may be rejected. All costs associated with rejection are the responsibility of the contractor. Over-shipments will be accepted at the Authorized User's discretion. The Contractor will be responsible for the disposition of all defective, damaged or rejected over-shipped products. Return authorization shall be provided by the Contractor within 14 calendar days of verbal notification.

III. REPORTING REQUIREMENTS

During the term of the contract, or any renewal thereof, the contractor agrees that the following reports shall be submitted to the Contract Officer. Failure to comply with reporting and payment requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports include, but are not limited to, the following:

A. Contractor's Quarterly Report of Sales

On a quarterly basis, the contractor shall provide the Contract Officer with reports of the total dollar volume of purchases by each contract user. Reports shall be due no later than the 15th day of the month following the reported quarter end. If the 15th of the month falls on a weekend or holiday, the report shall be due the next business day. All quarterly reports, in an unlocked spreadsheet format, shall be delivered electronically to the Contract Officer at tina.rodriquez@dgs.virginia.gov. An electronic copy shall also be delivered to the following email address: vappreport@dgs.virginia.gov.

Failure to submit information in the required format and time may result in cancellation of the awarded contract.

B. Sur-Charge Adjustment (SCA)

Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee of two percent (2%) of the total monthly sales to any entity identified herein as an Authorized User, regardless of whether or not the Systems, Products or Services are bought by any Authorized User from a purchase order referencing this Contract, or as a result of any procurement conducted independently between the Authorized User and the Contractor. DGS will not issue invoices or statements. The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

- Checks are to be payable to: **Treasurer of Commonwealth of Virginia**
- Note in the Memo portion of the check that it is **for SCA fees & the Quarter for which it is being paid, the contract number & mail to:**

DGS/Div. of Purchases & Supply
Attn: SCA Coordinator
P.O. Box 1199
Richmond, VA 23218

Failure to submit timely payments as described above may result in cancellation of the awarded contract.

IV. INVOICING AND PAYMENT

A. Invoices

As applicable, all invoices shall be rendered promptly to any authorized user after all goods and/or services covered by the invoice have been provided. The contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the contract or individual order referencing this contract. Invoices shall provide at a minimum:

1. Name of authorized user (the ordering entity)
2. Authorized user point of contact name
3. Description of the goods and/or services provided
4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract Number
8. Purchase Order Number

The contractor shall render invoices for any authorized user in accordance with the instructions contained in the order.

B. Methods of Payment:

- i. Payment will be made thirty (30) days after receipt of goods and/or services or a valid invoice, whichever is later. The contractor shall submit a valid invoice to the invoice address designated in any order issued by an authorized user in accordance with the invoice mailing instructions therein.
- ii. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold, the contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment. For any amount exceeding \$5,000, or any then-current charge card small dollar usage threshold, the contractor shall accept payment by the Commonwealth's Gold Card, if the Gold Card is offered for payment.
- iii. Payment may be made by any other duly authorized official payment method or card as mutually agreed upon between any authorized user and the contractor.

V. DGS POINTS OF CONTACT

Contract Administration / Compliance

Tina M. Rodriguez, CPPB, VCO
Statewide Contract Officer
Division of Purchases and Supply
1111 East Broad Street
Richmond, VA 23219
Tel: 804-786-1603
Fax: 804-786-5712
Email: tina.rodriquez@dgs.virginia.gov

Contract Information

Tina M. Rodriguez, CPPB, VCO
Statewide Contract Officer
Division of Purchases and Supply
1111 East Broad Street
Richmond, VA 23219
Tel: 804-786-1603
Fax: 804-786-5712
Email: tina.rodriquez@dgs.virginia.gov

VI. CONTRACTOR POINTS OF CONTACT

Primary Contact

Marc N. Gregorio
Director of Business Development
ADANI Systems, Inc.
5731 NW 151st Street
Miami Lakes, FL 33014
Tel: 301-922-4271
Fax: 301-349-4823
Email: mgregorio@adanisystems.com

Ordering /Sales Support

Scott Ortolani
Vice President Operations
ADANI Systems, Inc.
5731 NW 151st Street
Miami Lakes, FL 33014
Tel: 936-588-2064
Fax: 301-349-4823
Email: sortolani@adanisystems.com

Attachment D

Pricing Schedule

NIGP Code: 03595 – X-Ray Inspection Systems (X-Ray Scanner, Passenger Baggage, Airport Equipment, Parts, and Supplies, etc.)

COMPLETE AND RETURN THIS PRICING SCHEDULE WITH YOUR BID RESPONSE.

Product Description	Mfg. Brand Name & Product Description	Mfg. Item Number	Unit Price
LOT 1: Small X-Ray Inspection System			
Line 1: Small X-Ray Inspection System	Adani Model BV5030CA	ADBV5030CA	\$ 14,147.05
Line 2: Optional – Training Program – Advanced Training & Testing (FAA Certified Threat Image Projection Program)	ADANI Threat Image Projection	AD-TIP	\$ No Charge Option (Included in Base Bid)
LOT 2: Medium Tunnel X-Ray Inspection System			
Line 1: Medium Tunnel X-Ray Inspection System	Adani Model BV-6045	ADBV6045	\$ 23,664.58
Line 2: Optional – Training Program – Advanced Training & Testing (FAA Certified Threat Image Projection Program)	ADANI Threat Image Projection	AD-TIP	\$ No Charge Option (Included in Base Bid)
LOT 3: Large Tunnel X-Ray Inspection System			
Line 1: Large Tunnel X-Ray Inspection System	Adani Model BV-8060	ADBV8060	\$ 27,022.98
Line 2: Optional – Training Program – Advanced Training & Testing (FAA Certified Threat Image Projection Program)	ADANI Threat Image Projection	AD-TIP	\$ No Charge Option (Included in Base Bid)

***In addition to the specific x-ray inspection systems listed (small, medium, and large), the COV asks for a discount from listed pricing for all additional items in the manufacturer's catalog and accessory products.

The percentage will not be a determination factor of award.

_____ **15.54%*** % Offered

***Catalog Products not in base bid but covered by discount offered are:**

BV5030 160kV, BV-100100, BV-MAX Mattress X-Ray Scanner, COMPASS SV-1 Whole Body X-Ray Scanner (Single View), and COMPASS DV-1 Whole Body X-Rays Scanner (Dual View)

COMPACT AND EASY-TO-USE DESKTOP X-RAY INSPECTION SYSTEM FOR QUICK AND EFFECTIVE SCREENING OF HAND BAGS AND PARCELS



Weighing 160 kg and having an ergonomic design the BV 5030CA can be easily relocated through most doorways and deployed even in restricted space areas without any need for special equipment or staff

The unique touch screen interface based on advanced software tools provides easy, quick and effective operation

Automatic outlining of dangerous objects considerably reinforces accountability and consistent threat detection

The innovative technologies implemented in the/ BV 5030CA enable accurate detection of metal and organic objects, weapons, explosives, liquids, narcotics, contraband etc.

The BV 5030CA is a self contained solution intended to significantly improve checkpoint security without any negative effect on the operational process and throughput



LAW ENFORCEMENT
GOVERNMENTAL BUILDINGS



EMBASSIES AND CONSULATES
VIP RESIDENCES



HOTEL COMPLEXES
SHOPPING MALLS



SCHOOLS AND UNIVERSITIES
MAIL ROOMS



PUBLIC EVENTS VENUES
CRUISE SHIPS



ADANI

www.adanisystems.com

info@adanisystems.com

Product comply with applicable international health and safety regulations including USA FDA X-ray systems (Federal Standard 21CFR 1020.40)



ADANI

from ideas to solutions

Specifications

Tunnel dimensions (WxH)	532 x 332 mm
Conveyor speed	0,22 ± 0,03 m/s
Load on the conveyer	Max 75 kg
Generator	160 kV operating at 100 kV
Angle of radiation	77 Degrees
Steel penetration	14 mm
Wire detectability	40 AWG
Dual-energy detector	Yes
Number of colors within the X-ray image	4
Dimensions (LxWxH)	Max 1250 x 695 x 790 mm
Weight	160 kg

List of software features available to an operator

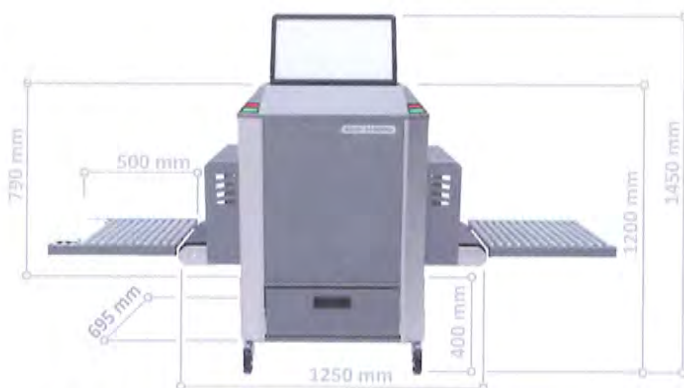
- High density objects alarm feature
- Outlining of dangerous objects (which could be identified as drugs, explosives or weapons)
- Highlighting of objects with calculated atomic numbers of 7, 8, and 9 intended to assist operator with threat detection
- Threat Image Projection function
- Pseudo-coloring of images
- Contrast adjusting of strongly absorbing objects
- Gamma-correction of images
- Images inversion
- Optimization of the overall contrast: combination of edge enhancement and local contrast enhancement algorithms
- Zooming in (up to 96x)
- Quick system start-up (about 10 sec)
- Image scrolling

Installation requirements

Operating temperature	from 0° to + 40 °C
Humidity	up to 90%

Power Supply	110/230 VAC ± 10%, 50/60 Hz
Power Consumption	Max 0,6 kVA

- Compact and movable conveyor-type system for contact-free inspection
- Cost-effective solution lowering your expenses for security staff training
- Complete customization - from the external design to extended functional capabilities
- Optional cart or roller tables for easy relocation
- Simple, multi-language and user-friendly touch screen interface at 18,5" monitor with resolution not less than 1766 x 768
- Display racking mechanism helping to articulate display and secure the touchscreen under a tamper-proof cover
- Image archiving feature with on-board or networked data storage
- The image review function provides an effective and quick secondary image check
- Large set of image processing tools for simple and extensive manipulations
- Remote diagnostic software



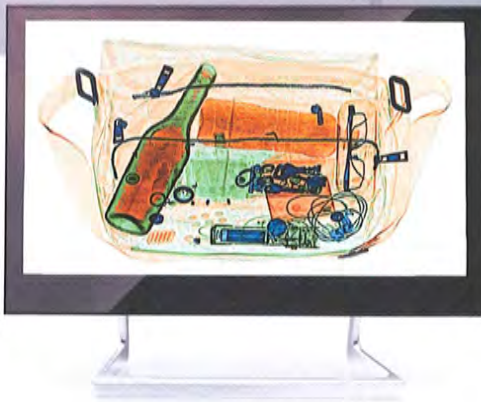
With continual development of our products
ADANI reserves the right to make changes to the design
and specifications at any moment and without notice

**OPTIMAL SOLUTION FOR QUICK AND
ACCURATE INSPECTION OF PARCELS,
SMALL AND MID-SIZE BAGGAGE**



X-RAY BAGGAGE INSPECTION

BV 6045



The BV 6045 is a reliable, optimal and cost-effective security solution which provides enhanced threat and contraband detection capabilities. The system is intended to make security screening process effective, fast and at most automated.

Due to its optimal tunnel size configuration, the system can be used at any facilities and within any application scenario. It does not require any additional security infrastructure and if necessary can be easily relocated .

High image quality in combination with advanced image processing tools and threat detection assistance software allows the operator to quickly and effectively evaluate any luggage content without any negative impact on throughput capacity.



**BORDER CROSSINGS
TRANSPORTATION FACILITIES**



**SECURITY CHECKPOINTS
CORRECTIONAL FACILITIES**



**GOVERNMENTAL BUILDINGS
COURT HOUSES**



**BANKS
HOTEL COMPLEXES**



**CRUISE SHIPS
CRITICAL INFRASTRUCTURE**



ADANI

Product comply with applicable international health and safety regulations including USA FDA X-ray systems (Federal Standard 21CFR 1020.40)
www.adanisystems.com
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ADANI

from ideas to solutions

X-RAY BAGGAGE INSPECTION

BV 6045



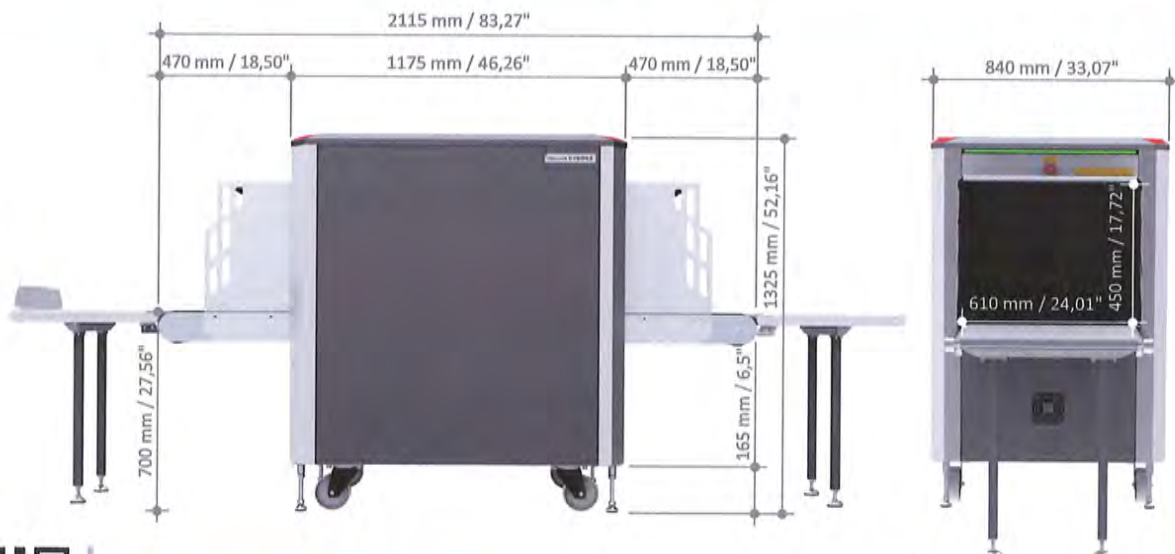
- ▶ **PROVED RELIABILITY**
- ▶ **AUTOMATIC DETECTION OF SUSPICIOUS ITEMS**
- ▶ **HIGH THROUGHPUT CAPACITY**
- ▶ **EXCELLENT IMAGE QUALITY**
- ▶ **EVIDENT MATERIAL DISCRIMINATION**
- ▶ **EASY-TO-OPERATE AND USER-FRIENDLY INTERFACE**
- ▶ **DUAL-ENERGY X-RAY DETECTOR**
- ▶ **AUTOMATIC SYSTEM PERFORMANCE**
- ▶ **DIAGNOSTICS**

Specifications

Tunnel dimensions (WxH)	610 x 450 mm 24,01" x 17,72"
Conveyor speed	0,22 ± 0,03 m/s
Maximum distributed load on the conveyor	180 kg
Generator	160 kV operating at 140 kV
Steel penetration	Standard 30 mm / 1,1811" Typical 36 mm / 1,41732"
Wire detectability	40 AWG
Dual-energy detector	Yes
Number of colors within the X-ray image	4
Dimensions (LxWxH)	2115 x 840 x 1325 mm 83,27" x 33,07" x 52,16"
Weight	410 kg

List of software features available to an operator

- ▶ Automatic gun detection
- ▶ High density objects alarm feature
- ▶ Outlining of dangerous objects (which could be identified as drugs, explosives and weapons)
- ▶ Highlighting of objects with calculated atomic numbers of 7, 8, and 9 intended to assist operator with threat detection Threat Image Projection function (TIP)
- ▶ Pseudo-coloring of images
- ▶ Contrast adjusting of strongly absorbing objects
- ▶ Optimization of the overall contrast: combination of edge enhancement and local contrast enhancement algorithms
- ▶ Gamma-correction of images
- ▶ Images inversion
- ▶ Zooming in (up to 96x)
- ▶ Quick system start-up (about 10 sec)
- ▶ Image scrolling



With continual development of our products
ADANI reserves the right to make changes to the design
and specifications at any moment and without notice

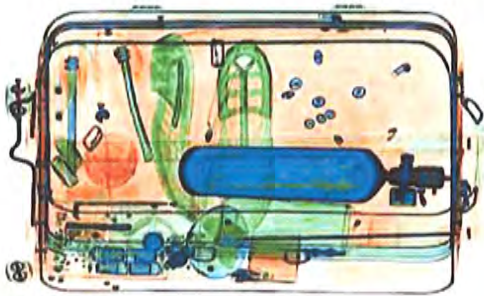


IT IS ESPECIALLY DESIGNED FOR CUSTOMERS
REQUIRING THE INSPECTION OF
CHECK-IN ROLLING BAGGAGE, HANDBAGS, BOXES
AND PARCELS WITHOUT OPENING THEM



X-RAY BAGGAGE INSPECTION

BV 8060



KEY FEATURES

- ▶ Proven reliability
- ▶ Simple interface
- ▶ Easy to use and highly effective
- ▶ Real-time self-diagnostics
- ▶ Automatic identification of suspicious objects (drugs, explosives)
- ▶ Highlighting of optically dense objects
- ▶ Multilanguage interface
- ▶ Quick start-up and shutdown
- ▶ The fault-tolerant configuration of Acquisition/Analysis Workstation
- ▶ Availability 7 and 3 colors imaging



AIRPORTS



SECURITY CHECKPOINTS



BORDER CROSSINGS



TRANSPORTATION FACILITIES



GOVERNMENTAL BUILDINGS
COURT HOUSES

ADANI BV 8060 is provided with dual energy features, threat detection algorithms, adjustable density alert function, enhanced archive and TIP features. An ergonomic workstation with operator console provides easy-of use operation.

ADANI BV 8060 allows identification of weapons, explosives (including plastic explosives), drugs, primers and dangerous objects, which are safety hazard.



ADANI
www.adanisystems.com
info@adanisystems.com

 **ADANI**
from ideas to solutions

Specifications

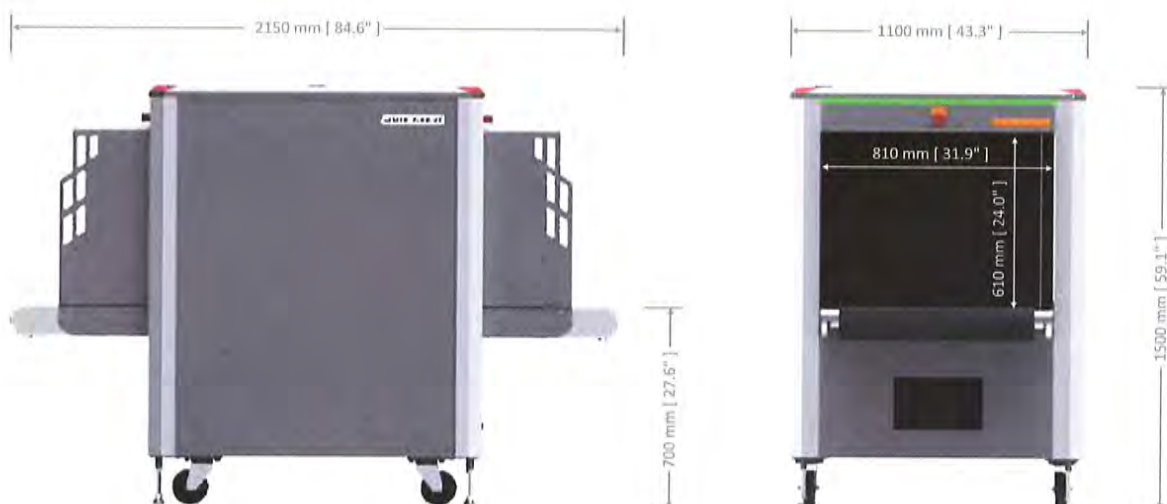
Tunnel dimensions (WxH)	810 x 610 mm [31.9" x 24.0"]
Conveyor speed	0,22 ± 0,03 m/s [0.49 ± 0.06 mph]
Load on the conveyer	Max 180 kg [397 lbs]
Generator	140 kV / 160 kV
Steel penetration	32 mm / 36 mm [1.26" / 1.42"]
Wire detectability	40 AWG
Dual-energy detector	Yes
Number of colors within the X-ray image	7 and 3 colors
Dimensions (LxWxH)	Max 2150 x 1100 x 1500 mm [84.6" x 43.3" x 59.1"]
Weight	700 kg [1543 lbs]
Operation temperature	0° to +40°C
Beam direction	diagonally sideward
Grey levels	65 536
Visible contrast levels	more than 24
Image archiving	50.000 images

List of software features available to an operator

- High density objects alarm feature
- Outlining of dangerous objects (which could be identified as drugs, explosives or weapons)
- Highlighting of objects with calculated atomic numbers of 7, 8, and 9 intended to assist operator with threat detection
- Threat Image Projection function
- Pseudo-coloring of images
- Contrast adjusting of strongly absorbing objects
- Gamma-correction of images
- Images inversion
- Optimization of the overall contrast: combination of edge enhancement and local contrast enhancement algorithms
- Zooming in (up to 96x)
- Quick system start-up (about 30 sec)
- Image scrolling

OPTIONS:

- EXIT / ENTRY ROLLERS OF VARIOUS LENGTH
- OPERATOR'S DESK
- SET OF TEST OBJECTS OPERATION FUNCTIONALITY
- TOUCH SCREEN,
- TWO MONITOR FUNCTIONALITY
- UPS



Compliant with standards for cabinet X-ray systems
(USFDA, Center for Devices and Radiation Health, 21-CFR 1020.40)
Typical radiation leakage is less than 0.1 mR/hr (1 µSv/hr)
(Leakage less than 0.5 mR/hr permitted by the Federal Standard)
Guaranteed even for high speed films up to ISO 1600 (33 DIN)



With continual development of our products ADANI reserves the right to make changes to the design and specifications at any moment and without notice.

ADANI SYSTEMS BV-SERIES FULL PRODUCT LINE MODEL NUMBERS



BV 5030



BV 5030ca



BV 6040



BV 6045



BV 6080



BV 6080



BV 100100TB



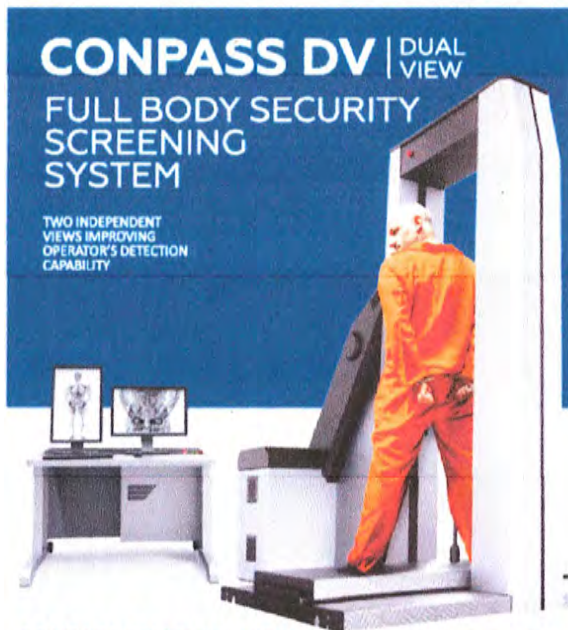
BV 160165



BV 160180

Note: Only Models BV-5030CA, BV 56045, and BV8060 (not shown) are offered in Base Bid. All other systems are included in Full Catalog Discount per Attachment D.

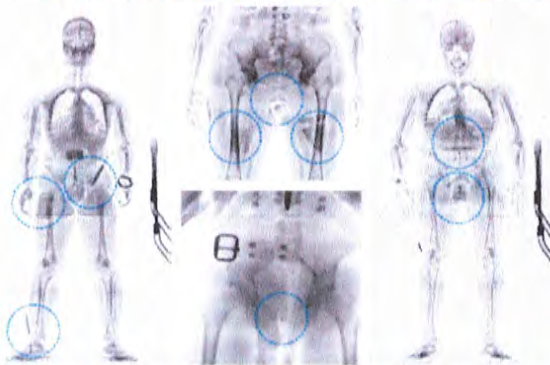
X-RAY SECURITY SCREENING SYSTEMS



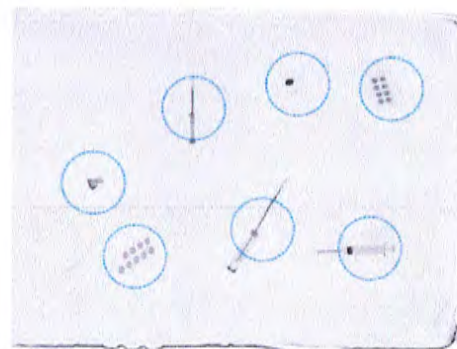
COMPASS DV | DUAL VIEW full body security screening system



BV M.A.X. mattress inspection system



ceramic knife, metal knife, narconics, phone, scissors, screw driver



ceramic and metal knife, narconics, screw driver, money

NOTE: Adani COMPASS Full Body and BV-MAX Mattress Screening Systems are not offered in Base Bid; but are included in Full Catalog Discount per Attachment D.

X-RAY SECURITY SCREENING SYSTEMS



COMPASS DV | DUAL VIEW
FULL BODY SECURITY SCREENING SYSTEM

THREE MONITORS
VISUAL SUPPORT
ANALYZING X-RAY
CAPABILITY



BV M.A.X. | MATTRESS ANALYZING X-RAY
MATTRESS INSPECTION SYSTEM

COMPACT, LIGHTWEIGHT
AND PORTABLE X-RAY SYSTEM
FOR EFFECTIVE PROTECTION
OF MATTRESS



COMPASS DV | DUAL VIEW full body security screening system



front view, back view, combined view

BV M.A.X. mattress inspection system



front view, back view, combined view

NOTE: ADANI COMPASS Full Body and BV-MAX Mattress Screening Systems are not offered in Base Bid; but are included in Full Catalog Discount per Attachment D.

**ATTACHMENT B
TO
CONTRACT E194-76374-MA2245
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
ADANI SYSTEMS, INC.**

WARRANTIES AND SPECIFICATIONS

Attachment "B" is hereby incorporated into and made an integral part of contract E194-76374-MA2245 between the Commonwealth of Virginia and **ADANI**. In the event of any discrepancy between this "Attachment B" and the Contract, the provisions of the Contract shall control.

WARRANTY:

Attachment B is the **ADANI** Standard Warranty as negotiated. The warranty can be found on the next page.

SPECIFICATIONS:

The specifications that were originally represented on the IFB for the small, medium, and large X-Ray Inspection Systems have been made a part of this Contract.



STANDARD WARRANTY TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS

1.1. ADANI Systems, Inc. (hereinafter referred to as "ADANI") shall handle warranty related claims in regard to equipment manufactured by ADANI.

1.2. The products have been manufactured to the highest quality standards and are warranted to the original purchaser only. This warranty is not transferable.

1.3. The products are covered by the warranty during 12 (twelve) months from the date of delivery by ADANI. The products are guaranteed to be free from defects in workmanship and parts during the warranty period. The defects that occur within the warranty period under normal use and care will be repaired or the defective parts or products will be replaced at ADANI's sole discretion.

1.4. ADANI reserves the right to replace the product or relevant part with the same or equivalent product or part rather than repair it. Where a replacement is provided the product or part replaced becomes the property of ADANI. ADANI may replace parts with refurbished parts. Replacement of a product or a part does not extend or restart the warranty period.

2. SERVICE OR REPLACEMENT PROCEDURE AND COST SHARING

2.1. The defective product or part shall be sent back to ADANI or a third party indicated by ADANI at ADANI's sole choice and instruction (reclamation response

2.2. The sender shall ensure that the product is properly packaged so as to ensure that no damage occurs to the product during transit. An explanation of the problem shall be included. The contract number and the product's serial number shall be expressly stated when making a claim under this warranty.

2.3. ADANI shall provide the replacement parts or products or repair the defective parts or products free of charge.

2.4. ADANI will provide standard shipping of the replacement and defective parts or products to and from ADANI or a third party as indicated by ADANI. Express shipping may be provided at extra cost.

2.5. ADANI will provide warranty-related labor costs as well as the travel-related costs if repairs are deemed the result of equipment failure or defects in workmanship. All other repairs will be billable. Cost estimates for non-warranty repairs will be provided in advance.

3. EXCLUSIONS AND EXCEPTIONS

3.1. In the event that no identical product is available for replacement, ADANI reserves the right to replace the product with a device of equal capacity, or offer the customer the choice of a product upgrade which may incur an extra cost.

3.2. This warranty is limited to defects in workmanship or parts. All defective products or parts will be repaired or replaced. This warranty does not extend to accessories, manuals, packaging, batteries or any other consumable item.

3.3. The warranty will not apply if the factory-applied serial number has been altered or removed from the product.

3.4. This warranty does not cover damage, malfunction or failure which resulted from alterations, accident, misuse, abuse, fire, liquid spillage, maladjustment of customer controls, use of an incorrect voltage, power surges and dips, thunderstorm activity, acts of God, voltage supply problems, tampering or unauthorized repairs by any person, use of defective or incompatible accessories, exposure to abnormally corrosive conditions or entry by any insect, vermin or foreign object in the Product.

3.5. This warranty does not cover damage incurred during transportation.

3.6. ADANI will not be liable for any loss, damage or alterations to (1) third party equipment, furniture, hardware or software; or (2) programs, data or information stored on any media or any part of the product, no matter how occurring; or for any loss or damage arising from loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage.

3.7. This warranty does not cover normal wear and tear of the product or parts.

3.8. ADANI excludes all other warranties, conditions, terms, representations and undertakings whether express or implied.

3.9. The terms and conditions related to the validity period and cost sharing arrangements set forward in Art. 1.3., 2.4., and 2.5. of this document can be superseded by related terms and conditions of sales contracts.



ATTACHMENT A

SPECIFICATIONS FOR SMALL X-RAY INSPECTION SYSTEM

Adani Systems, Inc. Submits the Model BV5030CA in response to Attachment A, Specifications for Small X-Ray Inspection System.

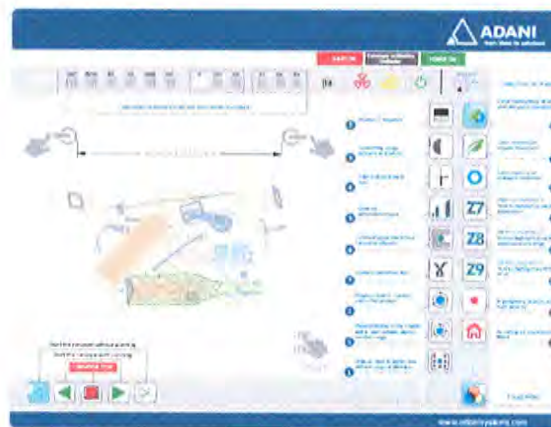


The ergonomically designed Model BV5030CA weighs approximately 350 lbs., and can be easily relocated through most doorways and deployed in restricted space areas without the need for special equipment or staff

Like all ADANI BV-Series X-Ray Systems, the unique, intuitive touch screen interface/operator panel allows the operator to control all features of the system, including its advanced suite of detection software.

The BV5030CA automatically outlines dangerous objects – weapons, narcotics, explosives and liquids, along with its highly accurate inorganic/inorganic material separation.

Please refer to the attached product brochure for detailed information on the BV5030CA



Adani Systems BV-Series Touch Screen Operator Interface

SPECIFICATION RESPONSE

Provide and install an Advanced Imaging Portable Small Footprint Tunnel X-Ray Inspection System, with inspection items conveyor. The following specifications are the minimum requirements for the x-ray scanning system, and are not meant to limit the features of equipment bid. They are meant to be met or exceeded. Bidder/contractor shall provide data on all standard equipment that exceeds the basic items required in this specification.

A: Physical Requirements

1. X-ray system may be mounted on a wheeled cart, or may be a self-contained unit with wheels for mobility.
 - **COMPLY – BV5030CA is supplied with transport cart, which also contains a large storage drawer.**

2. The x-ray scanner shall be equipped with a conveyor system that includes entry and exit tables that extend from the front and rear of the tunnel, to convey materials into the tunnel front and exit from the rear of the tunnel.
 - **COMPLY – Entry and Exit Roller Tables supplied as standard (base bid)**
3. Entry and exit tables shall be 18" minimum length, or greater.
 - **COMPLY – ½ M (19.5") Entry/Exit Roller Table supplied (base bid)**
4. Materials shall be conveyed through the tunnel by means of a reversible powered conveyor system.
 - **COMPLY**
5. The x-ray tunnel opening shall be a minimum of 21" wide x 13" high.
 - **COMPLY 532mm (21") x 332mm (13")**
6. Input power to the x-ray unit shall be 110 VAC, 60Hz.
 - **COMPLY**
7. The X-ray generator system shall be a hermetically sealed oil bath type, and shall provide a minimum of 90 kV operational power.
 - **EXCEED – BV5030CA sealed generator operates at 100kV**
 -
8. The x-ray unit shall be equipped with an English language standard computer keyboard and a minimum 17" LCD 1280 x 1024 resolution flat panel monitor.
 - **EXCEED – BV5030CA includes minimum 18.5" touch screen monitor which functions as the control panel. Also included is a standard computer keyboard for data entry.**
9. A protective enclosure or impact resistant shielding shall be provided for the monitor while the system is moved or in use and the monitor shall be in full view of the operator during machine operation.
 - **COMPLY – The BV5030CA is designed so that the monitor folds into a covered, lockable storage compartment on the top of the system**
10. The monitor shall be safely secured on or in the x-ray unit to prevent damage to the monitor while the portable unit is moved.
 - **COMPLY – See #9 Above**
11. The keyboard shall be supported on a mounting structure that will enclose the keyboard, and shall locate the keyboard within convenient use reach of the operator while the operator is in full view of the monitor.
 - **COMPLY – As detailed in #8 above, the BV5030CA operator interface is incorporated into the touch screen monitor, there is no separate operator control panel. The monitor folds into a lockable compartment on the top surface of the system.**
12. The keyboard mounting structure shall hinge inward to safely store the keyboard, to prevent damage while the portable unit is moved.
 - **COMPLY – See # 11 above**

B: Performance Criteria

1. The x-ray screening system must be capable of examining packages, letters, boxes, and individual items such as backpacks and purses, and detecting solid and liquid explosives, firearms, knives, and any objects that can be considered as weapons.
 - **COMPLY – Adani BV-Series Operating Software includes automatic detection capability to enhance detection of all of these threat categories**
2. The x-ray system shall meet 21-CFR1020.40 Federal Radiation Health Standard for Cabinet X-ray Systems.
 - **COMPLY**
3. Entry and exit tables and conveyor system shall be capable of supporting a minimum of 130 pounds weight of objects for inspection and item carrier containers.
 - **COMPLY**

4. The x-ray system shall be capable of a minimum penetration of 12 mm of steel typical.
 - **EXCEED BV5030CA Steel Penetration tested at 14mm steel typical**
5. Minimum resolution 39 gauge wire AWG typical
 - **EXCEED BV5030CA images 40 gauge AWG**
6. The system shall be capable of color and black-and-white imaging.
 - **COMPLY – BV5030CA provides color identification of organic and inorganic materials, pseudo color imaging of densities, standard B+W and B+W reverse imaging**
7. Minimum 22 visible levels gray contrast sensitivity, minimum 4096 gray levels stored
 - **EXCEED – BV5030CA can provide up to 65000 grey levels**
8. The system shall identify dense areas and apply a high penetration function and enhancement to a dense area without lightening the surrounding objects.
 - **COMPLY**
9. The system shall be capable of discriminating and displaying organic and inorganic materials detection.
 - **COMPLY**
10. The system shall be capable of a zoom function from 2x to a minimum of 16x magnification. The zoom function shall be capable of keyboard controlled area panning, and full monitor screen display of the zoomed area.
 - **EXCEED BV5030CA Zoom feature provides up to 96X magnification**
11. The unit shall incorporate the ability to strip layers of density.
 - **COMPLY**
12. A minimum of 10 last item detected images shall be stored and retrievable by the operator for review without re-scanning the item.
 - **COMPLY**
13. The system shall be capable of manual archiving of suspect images.
 - **COMPLY**
14. The system shall have operator programmable function keys, with a monitor function display.
 - **COMPLY**
15. The system shall utilize a PC computer based operating system compatible with Windows or Linux operating systems, and shall be capable of network data communication of images. The Contractor must be able to provide a PC operating system that is compatible with the users existing operating system.
 - **COMPLY – BV-Series Systems use Windows 10 operating system; all systems are fully network compliant**

C: Bidder/Contractor Requirements

1. The bidder/contractor shall provide system software upgrades that shall be available via CD media or on-line from the bidder/contractor. The software upgrades shall not require hardware components replacements.
 - **COMPLY – BV-Series Systems can be upgraded using CD, USB Drives, or remotely via an Ethernet or internet connection.**
2. The bidder/contractor shall have ISO 9001 quality assurance certification.
 - **COMPLY – ADANI is fully certified to ISO 9001, Certification copies attached.**
3. The bidder/contractor shall provide operator training at completion of system installation, to include all operator personnel. Training shall include, but not be limited to, operation, safety, and maintenance of the equipment. Training shall consist of a minimum of two hours, or as required until all operator personnel are familiar with the unit and capable of the necessary level of competence for equipment operation.
 - **EXCEED – ADANI Systems provides full on-site installation and training services as part of this base bid. Standard allotment is up to four hours for up to 10 students**

4. The bidder/contractor shall provide follow-up training in image interpretation for all operator personnel. This training shall be a minimum of 4 hours duration, or until all operator personnel are trained to be competent in image identification. This training shall be scheduled to take place as required by the user, and shall be at a time agreed upon between the end-user and the bidder/contractor.

- **COMPLY**

5. The bidder/contractor shall provide warranty on the complete unit, to include all equipment and systems. Minimum warranty requirements are as follows:

- Minimum one year full coverage on all parts, hardware, and software, to include all Contractor labor and travel expenses

- **COMPLY One Year Warranty Standard (base bid)**

- Minimum five year prorated warranty on the x-ray generator

- **COMPLY**

- The bidder/contractor shall provide with the bid package a detailed description of service response times to regional locations in Virginia. Locations and descriptions of service centers serving regional Virginia locations shall also be provided.

- **Adani Systems Inc. utilizes a layered approach to exceeding our customers' expectations by delivering a world class ownership experience. Adani's Field Service Engineers are augmented by, depending on the area, by factory authorized and trained third party and contract service technicians. These field service assets are currently located in Suburban Washington DC, Kentucky, and North Carolina and the Atlanta area.**

We also have agreements with select national third party providers, such as Noritsu America and K2 Technical Services.

In addition to this field service coverage, Adani Systems are equipped with remote diagnostic capability. Our internet based trouble shooting and capabilities gives us the ability to solve many minor issues immediately, as well as upload and implement software upgrades to all installed equipment.

D: Optional Training Item

1. The bidder/contractor shall price an optional training program as an Advanced Training and Testing Option. The training shall include an FAA-Certified Threat image Projection program (TIP) for operator testing and training. The program shall include the use of the system capability for storing and retrieving suspicious images. This shall be priced separately from the price of the x-ray scanner equipment per specifications.

**Note: FAA/TSA does not certify Threat Image Projection System software.
Adani Systems BV Threat Image Projection System is included in all models
offered as a no-charge option.**

**Adani Systems BV Threat Imager Projection software utilizes TSA compliant images.
A copy of TIP Operators Manual will be furnished upon request**

ATTACHMENT B

SPECIFICATIONS FOR MEDIUM TUNNEL X-RAY INSPECTION SYSTEM

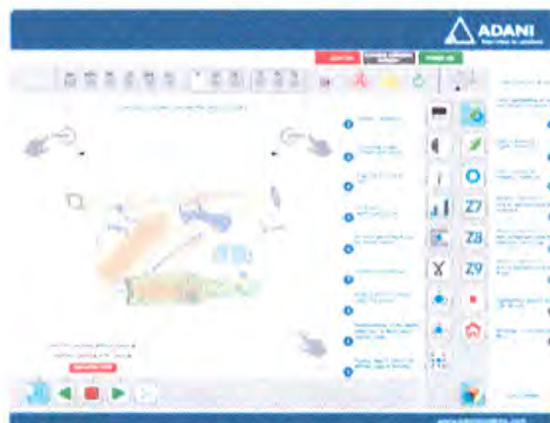
Adani Systems, Inc. submits the Model BV6045 in response to Attachment B, Specifications for Medium Tunnel X-Ray Inspection System.



The Adani Model BV6045 is the standard system used for carry-on baggage, luggage and parcel and mail screening applications. It is a reliable, cost-effective and proven system that delivers world class imaging and threat detection performance for courthouses, correctional facilities, and any government and commercial building checkpoint applications.

Like all ADANI BV-Series X-Ray Systems, the unique, intuitive touch screen interface/operator panel allows the operator to control all features of the system, including its advanced suite of detection software.

The BV5030CA automatically outlines of dangerous objects – weapons, narcotics, explosives and liquids, along with its highly accurate inorganic/inorganic material separation



Adani Systems BV-Series Touch Screen Operator Interface

SPECIFICATION RESPONSE

Provide and install an Advanced Imaging Medium Tunnel Capacity X-Ray Inspection System, with inspection items conveyor. The following specifications are the minimum requirements for the x-ray scanning system, and are not meant to limit the features of equipment bid. They are meant to be met or exceeded. Bidder/Contractor shall provide data on all standard equipment that exceeds the basic items required in this specification.

A: Physical Requirements

1. X-ray system shall be a self-contained unit with a supporting structure containing a minimum of four mounting feet for support in a permanent location.
 - **COMPLY – BV6045 has height adjustable locking feet at each corner.**
2. The x-ray scanner shall be equipped with a conveyor system that includes entry and exit tables that extend from the front and rear of the tunnel, to convey materials into the tunnel front and exit from the rear of the tunnel.
 - **COMPLY – Entry and Exit Roller Tables supplied as standard (Base Bid)**
3. Entry and exit tables shall be 18" minimum length, or greater.
 - **COMPLY ½ M (19.5") Entry/Exit Roller Tables supplied (base bid)**
4. Materials shall be conveyed through the tunnel by means of a reversible powered conveyor system.
 - **COMPLY**
5. The x-ray tunnel opening shall be a minimum of 24" wide x 16" high.
 - **COMPLY – 610mm (24") wide x 450mm (17.72") high**
6. Input power to the x-ray unit shall be 120 VAC, 60Hz.
 - **COMPLY**
7. The X-ray generator system shall be a hermetically sealed oil bath type, and shall provide a minimum of 140 kV operational power.
 - **COMPLY - BV6045 utilizes a 160kVB generator operating at 140kV.**
8. The x-ray unit shall be equipped with an English language standard computer keyboard and a minimum 17" LCD 1280 x 1024 resolution flat panel monitor.
 - **EXCEED – BV6045 includes minimum 21" touch screen monitor which functions as the control panel. Also included is a standard computer keyboard for data entry.**
9. While the system is in use, the monitor shall be in full view of the operator.
 - **COMPLY**
10. The monitor shall be safely secured on the x-ray unit to prevent damage to the monitor or monitor movement while the unit is in use.
 - **COMPLY**
11. The keyboard shall be supported on a mounting structure that will enclose the keyboard, and shall locate the keyboard within convenient use reach of the operator while the operator is in full view of the monitor.
 - **COMPLY – As detailed in #8 above, the BV6045 operator interface is incorporated into the touch screen monitor, there is no separate operator control panel.**
12. The keyboard mounting structure shall hinge inward to safely store the keyboard, to prevent damage while the unit is not in use.
 - **COMPLY – See # 11 above**

B: Performance Criteria

1. The x-ray screening system must be capable of examining packages, letters, boxes, and individual items such as backpacks and purses, and detecting of solid and liquid explosives, firearms, knives, and any objects that can be considered as weapons.
 - **COMPLY – Adani BV-Series Operating Software includes automatic detection capability to enhance detection of all of these threat categories**
2. The x-ray system shall meet 21-CFR1020.40 Federal Radiation Health Standard for Cabinet X-ray Systems.
 - **COMPLY**
3. Entry and exit tables and conveyor system shall be capable of supporting a minimum of 200 pounds weight of objects for inspection and item carrier containers.
 - **COMPLY**
4. The x-ray system shall be capable of a minimum penetration of 30 mm of steel typical.
 - **EXCEED – BV6045 penetrates 36mm Steel**
5. Minimum resolution 40 gauge wire AWG typical
 - **COMPLY BV6045 will image 40AWG wire**
6. The system shall be capable of color and black-and-white imaging.
 - **COMPLY – BV6045 provides color identification of organic and inorganic materials, pseudo color imaging of densities, standard B+W and B+W reverse imaging**
7. Minimum 22 visible levels gray contrast sensitivity, minimum 4096 gray levels stored
 - **EXCEED – BV6045 can provide up to 65000 grey levels**
8. The system shall identify dense areas and apply a high penetration function and enhancement to a dense area without lightening the surrounding objects.
 - **COMPLY**
9. The system shall be capable of discriminating and displaying organic and inorganic materials detection.
 - **COMPLY**
10. The system shall be capable of a zoom function from 2x to a minimum of 16x magnification. The zoom function shall be capable of keyboard controlled area panning, and full monitor screen display of the zoomed area.
 - **EXCEED BV6045 Zoom feature provides up to 96X magnification**
11. The unit shall incorporate the ability to strip layers of density.
 - **COMPLY**
12. A minimum of 30 last item detected images shall be stored and retrievable by the operator for review without re-scanning the item.
 - **COMPLY**
13. The system shall be capable of manual archiving of suspect images.
 - **COMPLY**
 -
14. All system features shall be available to the operator without having to stop the belt.
 - **COMPLY**
15. The unit shall be capable of bi-directional scanning, able to produce an image in forward and reverse belt directions.
 - **COMPLY**

16. The system shall have operator programmable function keys, with a monitor function display.
 - **COMPLY**
17. The system shall utilize a PC computer based operating system compatible with Windows or Linux operating systems, and shall be capable of network data communication of images. The system shall archive images with a time and date stamp for export to network. The Contractor must be able to provide a PC operating system that is compatible with the users existing operating system.
 - **COMPLY – BV-Series Systems use Windows 10 operating system; all systems are fully network compliant**

C: Bidder/Contractor Requirements

1. The bidder/contractor shall provide system software upgrades that shall be available via CD media or on- line from the bidder/contractor. The software upgrades shall not require hardware components replacements.
 - **COMPLY – BV-Series Systems can be upgraded using CD, USB Drives, or remotely via an Ethernet or internet connection.**
2. The bidder/contractor shall have ISO 9001 quality assurance certification.
 - **COMPLY – ADANI is fully certified to ISO 9001, Certification copies attached.**
3. The bidder/contractor shall provide operator training at completion of system installation, to include all operator personnel. Training shall include, but not be limited to, operation, safety, and maintenance of the equipment. Training shall consist of a minimum of two hours, or as required until all operator personnel are familiar with the unit and capable of the necessary level of competence for equipment operation.
 - **EXCEED – Adani Systems provides full on-site installation and training services as part of this base bid. Standard allotment is up to four hours for up to 10 students**
4. The bidder/contractor shall provide follow-up training in image interpretation for all operator personnel. This training shall be a minimum of 4 hours duration, or until all operator personnel are trained to be competent in image identification. This training shall be scheduled to take place as required by the user, and shall be at a time agreed upon between the end-user and the bidder/contractor.
 - **COMPLY**
5. The bidder/contractor shall provide warranty on the complete unit, to include all equipment and systems. Minimum warranty requirements are as follows:
 - Minimum one year full coverage on all parts, hardware, and software, to include all Contractor labor and travel expenses
 - **COMPLY One Year Warranty Standard (base bid)**
 - Minimum five year prorated warranty on the x-ray generator
 - **COMPLY**
 - The bidder/contractor shall provide with the bid package a detailed description of service response times to regional locations in Virginia. Locations and descriptions of service centers serving regional Virginia locations shall also be provided.
 - Adani Systems Inc. utilizes a layered approach to exceeding our customers' expectations by delivering a world class ownership experience. Adani's Field Service Engineers are augmented by, depending on the area, by factory authorized and trained third party and contract service technicians. These field service assets

are currently located in Suburban Washington DC, Kentucky, and North Carolina and the Atlanta area.

We also have agreements with select national third party providers, such as Noritsu America and K2 Technical Services.

In addition to this field service coverage, Adani Systems are equipped with remote diagnostic capability. Our internet based trouble shooting and capabilities gives us the ability to solve many minor issues immediately, as well as upload and implement software upgrades to all installed equipment.

6. The bidder shall provide a documented Mean Time Between Failure (MTBF) on the generator and on the entire unit of the product being offered. This shall be a minimum of two years.
 - **ADANI BV6045 System Documented MTBF is calculated in numbers of scans, not in length of service. This figure is over 130,000 scans. This equates to approximately 250 scans per day for two years, a figure that will exceed most normal entry control applications.**

D: Optional Training Item:

1. The bidder/contractor shall price an optional training program as an Advanced Training and Testing Option. The training shall include an FAA-Certified Threat image Projection program (TIP) for operator testing and training. The program shall include the use of the system capability for storing and retrieving suspicious images. This shall be priced separately from the price of the x-ray scanner equipment per specifications.

Note: FAA/TSA does not certify Threat Image Projection System software. ADANI Systems BV Threat Image Projection System is included in all models offered as a no-charge option.

ADANI Systems BV Threat Imager Projection software utilizes TSA compliant images. A copy of TIP Operators Manual will be furnished upon request

ATTACHMENT C

SPECIFICATIONS FOR LARGE TUNNEL X-RAY INSPECTION SYSTEM

Adani Systems, Inc. submits the Model BV-8060 in response to Attachment B, Specifications for Large Tunnel X-Ray Inspection System.



The Adani Model BV-8060 is the standard system used for larger carry-on baggage, luggage and parcel and package screening applications. It is a reliable, cost-effective and proven system that delivers world class imaging and threat detection performance for courthouses, correctional facilities, and any government and commercial building checkpoint or receiving dock applications

Like all ADANI BV-Series X-Ray Systems, the unique, intuitive touch screen interface/operator panel is allows the operator to control all features of the system, including its advanced suite of detection software.

The BV-8060 automatically outlines of dangerous objects – weapons, narcotics, explosives and liquids, along with its highly accurate inorganic/inorganic material separation



Adani Systems BV-Series Touch Screen Operator Interface

SPECIFICATION RESPONSE

Provide and install an Advanced Imaging Large Tunnel Capacity X-Ray Inspection System, with inspection items conveyor. The following specifications are the minimum requirements for the x-ray scanning system, and are not meant to limit the features of equipment bid. They are meant to be met or exceeded. Bidders shall provide data on all standard equipment that exceeds the basic items required in this specification.

A: Physical Requirements

1. X-ray system shall be a self-contained unit with a supporting structure containing a minimum of four mounting feet for support in a permanent location.
 - **COMPLY – BV-8060 has height adjustable locking feet at each corner.**
2. The x-ray scanner shall be equipped with a conveyor system that includes entry and exit tables that extend from the front and rear of the tunnel, to convey materials into the tunnel front and exit from the rear of the tunnel.
 - **COMPLY – Entry and Exit Roller Tables supplied as standard (Base Bid)**
3. Entry table shall be 18" minimum length, or greater.
 - **COMPLY ½ M (19.5") Entry Table supplied (base bid)**
4. Exit table shall be 36" minimum length, or greater.
 - **COMPLY and 1M (39") Exit Roller Table supplied (base bid)**
5. Materials shall be conveyed through the tunnel by means of a reversible powered conveyor system.
 - **COMPLY**
6. The x-ray tunnel opening shall be a minimum of 29" wide x 21" high.
 - **COMPLY – 810mm (31.9") wide x 610mm (24") high**
7. Input power to the x-ray unit shall be 120 VAC, 60Hz.
 - **COMPLY**
8. The X-ray generator system shall be a hermetically sealed oil bath type, and shall provide a minimum of 140 kV operational power.
 - **COMPLY - BV8060 utilizes a 160kVB generator operating at 140kV.**
9. The x-ray unit shall be equipped with an English language standard computer keyboard and a minimum 17" LCD 1280 x 1024 resolution flat panel monitor.
 - **EXCEED – BV8060 includes minimum 21" touch screen monitor which functions as the control panel. Also included is a standard computer keyboard for data entry.**
10. While the system is in use, the monitor shall be in full view of the operator.
 - **COMPLY**
11. The monitor shall be safely secured on the x-ray unit to prevent damage to the monitor or monitor movement while the unit is in use.
 - **COMPLY**
12. The keyboard shall be supported on a mounting structure that will enclose the keyboard, and shall locate the keyboard within convenient use reach of the operator while the operator is in full view of the monitor.
 - **COMPLY – As detailed in #8 above, the BV6045 operator interface is incorporated into the touch screen monitor, there is no separate operator control panel.**
13. The keyboard mounting structure shall hinge inward to safely store the keyboard, to prevent damage while the unit is not in use.
 - **COMPLY – See # 11 above**

B: Performance Criteria

1. The x-ray screening system must be capable of examining packages, letters, boxes, and individual items such as backpacks and purses, and detecting of solid and liquid explosives, firearms, knives, and

any objects that can be considered as weapons.

- **COMPLY – ADANI BV-Series Operating Software includes automatic detection capability to enhance detection of all of these threat categories**
2. The x-ray system shall meet 21-CFR1020.40 Federal Radiation Health Standard for Cabinet X-ray Systems.
 - **COMPLY**
 3. Entry and exit tables and conveyor system shall be capable of supporting a minimum of 200 pounds weight of objects for inspection and item carrier containers.
 - **COMPLY**
 4. The x-ray system shall be capable of a minimum penetration of 30 mm of steel typical.
 - **EXCEED – BV8060 penetrates 36mm Steel**
 5. Minimum resolution 40 gauge wire AWG typical
 - **COMPLY BV8060 will image 40AWG wire**
 6. The system shall be capable of color and black-and-white imaging.
 - **COMPLY – BV8060 provides color identification of organic and inorganic materials, pseudo color imaging of densities, standard B+W and B+W reverse imaging**
 7. Minimum 22 visible levels gray contrast sensitivity, minimum 4096 gray levels stored
 - **COMPLY – BV8060 can provide up to 65000 grey levels.**
 8. The system shall identify dense areas and apply a high penetration function and enhancement to a dense area without lightening the surrounding objects.
 - **COMPLY**
 9. The system shall be capable of discriminating and displaying organic and inorganic materials detection.
 - **COMPLY**
 10. The system shall be capable of a zoom function from 2x to a minimum of 16x magnification. The zoom function shall be capable of keyboard controlled area panning, and full monitor screen display of the zoomed area.
 - **EXCEED BV8060 Zoom feature provides up to 96X magnification**
 11. The unit shall incorporate the ability to strip layers of density.
 - **COMPLY**
 12. A minimum of 30 last item detected images shall be stored and retrievable by the operator for review without re-scanning the item.
 - **COMPLY**
 -
 13. The system shall be capable of archiving of suspect images, and uploading of those images to a network, using an Image Management System
 - **COMPLY**
 14. All system features shall be available to the operator without having to stop the belt.
 - **COMPLY**
 15. The unit shall be capable of bi-directional scanning, able to produce an image in forward and reverse belt directions.
 - **COMPLY**

16. The tunnel x-ray unit shall have an operator login data system
 - **COMPLY**
17. The system shall have operator programmable function keys, with a monitor function display.
 - **COMPLY**
18. The system shall utilize a PC computer based operating system compatible with Windows or Linux operating systems, and shall be capable of network data communication of images. The system shall archive images with a time and date stamp for export to network. The Contractor must be able to provide a PC operating system that is compatible with the users existing operating system.
 - **COMPLY – BV-Series Systems use Windows 10 operating system; all systems are fully network compliant**

C: Bidder/Contractor Requirements

1. The bidder/contractor shall provide system software upgrades that shall be available via CD media or on-line from the bidder/contractor. The software upgrades shall not require hardware components replacements.
 - **COMPLY – BV-Series Systems can be upgraded using CD, USB Drives, or remotely via an Ethernet or internet connection.**
2. The bidder/contractor shall have ISO 9001 quality assurance certification.
 - **COMPLY – ADANI is fully certified to ISO 9001, Certification copies attached.**
3. The bidder/contractor shall provide operator training at completion of system installation, to include all operator personnel. Training shall include, but not be limited to, operation, safety, and maintenance of the equipment. Training shall consist of a minimum of two hours, or as required until all operator personnel are familiar with the unit and capable of the necessary level of competence for equipment operation.
 - **EXCEED – ADANI Systems provides full on-site installation and training services as part of this base bid. Standard allotment is up to four hours for up to 10 students**
4. The bidder/contractor shall provide follow-up training in image interpretation for all operator personnel. This training shall be a minimum of 4 hours duration, or until all operator personnel are trained to be competent in image identification. This training shall be scheduled to take place as required by the user, and shall be at a time agreed upon between the end-user and the bidder/contractor.
 - **COMPLY**
5. The bidder/contractor shall provide warranty on the complete unit, to include all equipment and systems. Minimum warranty requirements are as follows:
 - Minimum one year full coverage on all parts, hardware, and software, to include all Contractor labor and travel expenses
 - **COMPLY One Year Warranty Standard (base bid)**
 - Minimum five year prorated warranty on the x-ray generator
 - **COMPLY**
 - The bidder/contractor shall provide with the bid package a detailed description of service response times to regional locations in Virginia. Locations and descriptions of service centers serving regional Virginia locations shall also be provided.
 - **Adani Systems Inc. utilizes a layered approach to exceeding our customers' expectations by delivering a world class ownership experience. Adani's Field Service Engineers are augmented by, depending on the area, by factory authorized and trained third party and contract service technicians. These field service assets are currently located in Suburban**

Washington DC, Kentucky, and North Carolina and the Atlanta area.

We also have agreements with select national third party providers, such as Noritsu America and K2 Technical Services.

In addition to this field service coverage, Adani Systems are equipped with remote diagnostic capability. Our internet based trouble shooting and capabilities gives us the ability to solve many minor issues immediately, as well as upload and implement software upgrades to all installed equipment.

D: Optional Training Item

1. The bidder/contractor shall price an optional training program as an Advanced Training and Testing Option. The training shall include an FAA-Certified Threat Image Projection program (TIP) for operator testing and training. The program shall include the use of the system capability for storing and retrieving suspicious images. This shall be priced separately from the price of the x-ray scanner equipment per specifications.

Note: **FAA/TSA does not certify Threat Image Projection System software.**
Adani Systems BV Threat Image Projection System is included in all models
offered as a no-charge option.

ADANI Systems BV Threat Image Projection software utilizes TSA compliant images.
A copy of TIP Operators Manual will be furnished upon request

**ATTACHMENT C
TO
CONTRACT E194-73322-MA2245
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
ADANI SYSTEMS, INC.**

PARTICIPATING ADDENDUM (PA)

Attachment "C" is hereby incorporated into and made an integral part of contract E194-76374-MA2245 between the Commonwealth of Virginia and **ADANI**. In the event of any discrepancy between this "Attachment C" and the Contract, the provisions of the Contract shall control.

Attachment C is the Participating Addendum that will be issued by DPS. Participating Users outside of the Commonwealth of Virginia must be issued a PA in order to use this Agreement with **ADANI**. Contact the DGS Contract Officer tina.rodriquez@dgs.virginia.gov (listed on page 18) to issue the PA.

When completed by the participating user, return the PA to the Contract Officer for approval; thereafter, management of the PA between the Participating User and **ADANI**. is to be managed in accordance with the provisions outlined in the original contract or as otherwise negotiated with the Commonwealth of Virginia at such time that any PA is coordinated.
